### Case 15-41915-abf11 Claim 110 Filed 12/29/15 Desc Main Document Page 1 of 3

Fill in this information to identify the case:	
Debtor 1 Gas-Mart USA, Inc.	
Debtor 2	
(Spouse, if filing)	
United States Bankruptcy Court Western District of Missouri	
Case number: 15-41915	

#### **FILED**

U.S. Bankruptcy Court Western District of Missouri

12/29/2015

Paige Wymore-Wynn, Clerk

# Official Form 410 Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Clair	m							
1.Who is the current creditor?	Pelia II, LLC							
0.00	Name of the current creditor (the person or entity to be paid for this claim)							
	Other names the creditor used with the debtor ——							
2.Has this claim been acquired from someone else?	☑ No ☐ Yes. From whom?							
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Pelia II, LLC	Where should payments to the creditor be sent? (if different)						
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name 1044 Main Street, Suite 500 Kansas City, MO 64105	Name						
	Contact phone <u>8162218855</u>	Contact phone						
	Contact email victor@merrickbakerstrauss.com	Contact email						
	Uniform claim identifier for electronic payments in chapter	13 (if you use one):						
4.Does this claim amend one already filed?	<ul><li>✓ No</li><li>Yes. Claim number on court claims registry (if know</li></ul>	n) Filed on						
		MM / DD / YYYY						
5.Do you know if anyone else has filed a proof of claim for this claim?	☐ Yes. Who made the earlier filing?							
Official Form 410	Proof of Claim	2000 1						

Official Form 410

Proof of Claim

page 1

Gas-Mart USA, Inc. POC

Part 2: Give Information					Desc Ma Filed	ain Docu	ment	Page	2 of 3
6.Do you have any number you use to identify the debtor?		No Yes. Last 4 digits of the	e debtor's ac	count or any nur	mber you use	to identify the	e debtor:	-	
7.How much is the claim?	\$	25000.00		oes this amo I No I Yes. Attach other charg	statement i	itemizing ir	nterest, f	ees, exp	enses, or
8.What is the basis of the claim?	deat Banl Limi	mples: Goods sold, h, or credit card. At kruptcy Rule 3001(i t disclosing informa ATM Placement A	ttach redacc). ttion that is	ned, lease, s ted copies of	ervices perf any docum	formed, pe ents suppo	rsonal in orting the	ijury or w	vrongful
9. Is all or part of the claim secured?	<b>№</b> 1	res. The claim is see Nature of proper ☐ Real estate.	ty: If the claim Proof of C		y the debto	r's principa Form 410-	I resider -A) with	nce, file a	a Mortgage of of Claim.
		Attach redacted or interest (for example document that sho	opies of do ple, a mort	gage, lien, ce	ertificate of ti	itle, financi	e of perfo	ection of ment, or	a security other
		Value of property		\$			_		
		Amount of the cl		Ψ			_ /The ev	41	
		Amount of the cl unsecured:	aim that is	\$			_ùnsecu	red amo	secured and unts should unt in line 7.)
		Amount necessa date of the petition	iry to cure on:	any default	as of the	\$			
		Annual Interest F	Rate (wher	case was file	ed)		%		
		☐ Fixed ☐ Variable							
10.Is this claim based on a lease?	<b>y</b>	No Yes. Amount nec petition.	essary to	cure any de	fault as of t	the date of	f the	\$ 25	5000.00
11.Is this claim subject to a right of setoff?	<b>Y</b>	No Yes. Identify the p	oroperty:						

Official Form 410 Proof of Claim page 2

## Case 15-41915-abf11 Claim 110 Filed 12/29/15 Desc Main Document Page 3 of 3

12 Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<b>Y</b>	No Yes. <i>Check</i> a	all that apply:				Amount entitled to priority	
A claim may be partly priority and partly		☐ Domestic s under 11 U	support obligati I.S.C. § 507(a)	ions (includir (1)(A) or (a)	ng alimony an (1)(B).	d child support)	\$	
nonpriority. For example, in some categories, the lawl imits the amount entitled to priority.			75* of deposits services for p				\$	
Critica to priority.		☐ Wages, sal 180 days b	laries, or commeters the bank nds, whicheve	ruptcy petiti	on is filed or t	he debtor's	\$	
			enalties owed		_	. , . ,	\$	
		☐ Contributio	ns to an emplo	oyee benefit	plan. 11 U.S.	C. § 507(a)(5).	\$	
		☐ Other. Spe	cify subsectior	of 11 U.S.C	C. § 507(a)(_)	that applies	\$	
		* Amounts are su of adjustment.	bject to adjustme	nt on 4/1/16 ar	nd every 3 years	after that for cases	begun on or after the date	
Part 3: Sign Below								
The person completing this proof of claim must	Che	ck the appropri	iate box:					
sign and date it. FRBP 9011(b).		I am the credit	tor.					
If you file this claim	Ø	I am the credit	•		J		5	
electronically, FRBP 5005(a)(2) authorizes courts	I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.							
to establish local rules specifying what a signature	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.							
is.	I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.							
A person who files a fraudulent claim could be	I have examined the information in this Proof of Claim and have a reasonable belief that the information is true							
fined up to \$500,000, imprisoned for up to 5 years, or both.		and correct.  I declare under penalty of perjury that the foregoing is true and correct.						
18 U.S.C. §§ 152, 157 and 3571.	Exe	xecuted on date 12/29/2015						
			MM / DD	/ YYYY				
	/s/ <b>\</b>	Victor F. Weber						
	Sign	ature				_		
	Ū	t the name of th	ne person who	is completin	ng and signing	n this claim:		
	Nan		ролоон инг	Victor F. W		y		
				First name	Middle name	Last name		
	Title	•		Attorney				
	Con	npany		Merrick, Ba	ker & Strauss,	P.C.		
				Identify the co servicer	orporate servicer	as the company if	the authorized agent is a	
	Add	ress		1044 Main	Street, Suite 50	00		
				Number Stre	eet			
				Kansas City	, MO 64105			
				City State 2	ZIP Code			
	Con	tact phone	8162218855		Email	victor@merrickl	bakerstrauss.com	

#### **ATM PLACEMENT AGREEMENT**

THIS SPACE LEASE (hereinafter referred to as the "lease") is made this 23 day of 520 day of 2012, (Effective Date) by and between Aving-Rice LLC ("SITE OWNER"), a Kansas corporation, and G&G LLC ("ATM OPERATOR"), a Kansas corporation.

In consideration of the terms, covenants and conditions in Exhibit A of this lease (each separate premises a "Building"), to have and to hold the same unto ATM OPERATOR during the term of this lease in accordance with the following terms and provisions.

- 1. <u>Use.</u> ATM OPERATOR shall install and occupy each building for the sole purpose of operating therein an automated teller machine ("ATM"). ATM OPERATOR shall install the ATM at its expense. ATM OPERATOR shall obtain any ATM and related equipment needed for the installations from the vendor of its choosing. SITE OWNER shall not have any other ATM or Point of Sale Cash Back device on the property in Exhibit A during the term of this lease without written consent from ATM OPERATOR. This does not apply to any check cashing services.
- 2. <u>Installation and Operating of the ATM.</u> ATM OPERATOR may install ATMs in the locations identified in Exhibit A as soon as practicable after the signing of this lease. ATM OPERATOR will operate and maintain the ATM during the term of this Lease. The expansion of locations on Exhibit A may occur with the consent of both parties. ATMs will be bolted down upon installation at site.
- 3. <u>Building Closing or Remodeling.</u> If ATM OPERATOR is required to permanently or temporarily remove or relocate an ATM because of actions taken by SITE OWNER, including, without limitation, closing or remodeling a building in which an ATM is located, SITE OWNER shall reimburse ATM OPERATOR for the costs of de-installing the affected Building when feasible.

#### 4. ATM Space.

- (a) SITE OWNER shall make available to ATM OPERATOR so much of the space within each Building in which ATM OPERATOR operates an ATM as is necessary to enable customers to have access to the ATM and for maintenance and servicing of the ATM.
- (b) The ATM shall be located so that there is an unrestricted view of the ATM from the front entrance of the Building.
- (c) For the term of this Lease, SITE OWNER grants to ATM OPERATOR and third party servicing agents access to ATMs and/or related property within its facilities during hours of operation or, for purposes of servicing, during such designated pre-operating and post-closing hours as are mutually agreed. SITE OWNER further grants to ATM OPERATOR for its use and the use of its employees, agents, and customers in common with other entitled to use same, a nonexclusive license over the balance of SITE OWNER business premises for the sole purpose of ingress and egress to and from the building.

## 5. Maintenance and Service.

- (a) SITE OWNER shall maintain the space surrounding the ATM in a safe, neat and orderly condition and shall take due care and caution as to prevent SITE OWNER employees, representatives and customers from damaging the ATM.
- (b) SITE OWNER shall provide heat and air conditioning for the space the ATM is located at a level consistent with and in kind like other portions of the Building.

- (c) SITE OWNER, at its expense, shall be responsible for electrical services for the ATM by providing a 110 amp line to each ATM.
  - (d) SITE OWNER shall be responsible for telephone expense, including providing a dedicated dial up telephone circuit(s).
  - (e) ATM OPERATOR shall provide first line service for receipt paper and ribbon problems. ATM OPERATOR will provide preventative maintenance and repair service.
  - (f) ATM OPERATOR shall provide cash replenishment to the ATM and maintain the cash supply during all operating hours of the SITE OWNER's place of business.

#### 6. Title: Risk of Loss.

- (a) The ATM shall remain the property of ATM OPERATOR.
- (b) SITE OWNER agrees to execute and deliver to ATM OPERATOR documentation to evidence and put third parties on notice of ATM OPERATOR interest in each ATM.
  - (c) SITE OWNER shall provide customary security measures for each of the Buildings.

#### 7. Taxes and Liens.

- (a) ATM OPERATOR shall pay all personal property taxes or similar assessments directly relating to the ATM located in the Building as the same become due.
- (b) SITE OWNER shall at all times keep each ATM free of liens and encumbrances and hereby waives any and all claims or liens, including statutory landlord liens, that it may impose itself on any ATM.
- (c) ATM OPERATOR shall be responsible for all sales taxes (if any) incurred in connection with the operation of the ATM.

#### 8. Liability.

- (a) Except for the rent payments provided for herein, for the period during which the ATM is installed and operational, ATM OPERATOR shall have no liability to SITE OWNER of any nature whatsoever, including any special, incidental, exemplary or consequential liabilities. SITE OWNER ACKNOWLEDGES THAT ATM OPERATOR, ITS AFFILIATES, REPRESENTATIVES, AGENTS, DISTRIBUTORS, AND INDEPENDENT CONTRACTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE ATM OR ANY PROJECTED REVENUES OR EXPENSES IN CONNECTION WITH THE OPERATION OF THE ATM.
- (b) Each party shall be excused from performance, and shall have no liability for any period and to the extent that such party is prevented, hindered, or delayed from performing any services or other obligations under this Lease, in whole or in part, as a result of acts, omissions out of the reasonable control of such party, including by way of installation and not limitation, acts or omissions of the other party, third party nonperformance, failure or malfunctions of computer or telecommunications hardware, equipment or software, breach or other nonperformance by vendors and suppliers, strikes, or labor disputes, riots, war, fire, acts of God, or government regulations.
- 9. Rent. ATM OPERATOR shall agree to pay SITE OWNER as follows:
  - \$.30 per valid cash withdrawal

This rent shall be calculated and paid on a monthly basis.

ATM OPERATOR will also provide monthly report to SITE OWNER.

10. Term. The term of this lease shall commence on the date first above written and shall continue for (15) years. This lease shall automatically renew for an additional period of five (5) years. Upon expiration, unless terminated by either party giving the other party written notice of intent not to INITIAL HERE 2

Case 15-41915-abf11 Claim 110 Filed 12/29/15 Desc Attachment 1 Page 3 of 5

renew at least ninety (90) days prior to the expiration date of the original term or any renewal thereof.

- 11. Termination. 11.1 Upon execution, the full term of the contract shall begin and any right to cancel shall be forfeited. The previous statement notwithstanding, either party may terminate this agreement if the other party is in breach of contract and has failed to remedy such breach within thirty (30) days of receipt of written notification. G&G LLC shall have the right to immediately terminate this Agreement by giving written notice to Affiliate in the event that Affiliate does any of the following:
  - 11.2 If Affiliate terminates agreement before termination date, Affiliate shall agree to pay G&G LLC an early termination fee equal to the average of the most recent six (6) months of Profit generated to G&G LLC times the number of months remaining on the normal term of this agreement. Payment shall be paid in full on the termination date.
    - (a) Fails to pay any amount set forth within thirty (30) days of such sum becoming due as it pertains to equipment orders and/or services provided by G&G LLC at a set cost; or
    - (b) Files a petition in bankruptcy; or is adjudicated bankrupt or insolvent; or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law; or should Affiliate discontinue or
    - (c) Breaches any material term of this agreement.
- 12. Termination Upon Bankruptcy or Insolvency. In the event that (a) a Party shall become insolvent; (b) a party shall make an assignment of its property for the benefit of creditors or shall seek liquidation or recognition under any insolvency or bankruptcy law; (c) a petition is filed by or against a party under any provision of the United States Bankruptcy Code which is not dismissed or stayed within (60) days after its filing; or (d) a receiver or trustee for party shall not have been discharged within (60) days from the date of appointment, then the other Party may immediately terminate this agreement and pursue all other available remedies at law or in equity.
- 13. ATM Removal. ATM OPERATOR may not remove the ATM during the terms of this contract, unless ATM is not producing at least 200 withdrawal transactions by the sixth full month of operation or during any 3 consecutive month period throughout the term of this agreement or the SITE OWNER is in breach of this agreement. ATM OPERATOR will not remove the ATM during the first six months of operation.
- 14. Trade Secrets. The ATM consists in part of computer programs, procedures, forms and other related materials which have been acquired and/or developed by ATM OPERATOR or third parties at substantial expense. SITE OWNER acknowledges that the foregoing are trade secrets which are of great value to ATM OPERATOR and disclosure to others of any of the programs, procedures, forms and other related materials with respect to the ATM will result in loss and irreparable damage to ATM OPERATOR. SITE OWNER acknowledges that the ATM, certain service and trademarks, computer programs, procedures, forms and other related materials belong to and are trade secrets of third parties and shall not in any way reconfigure or reverse engineer such in any manner whatsoever.
- 15. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire Agreement between ATM OPERATOR and SITE OWNER with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by any instrument in writing signed by a duly authorized officer or representative of both ATM OPERATOR and SITE OWNER.

- 16. <u>Waiver.</u> The failure of either Party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right in connection with any subsequent breach or default, and shall not in any way affect the validity of this Agreement or any party hereof, or limit, prevent or impair the right of such Party subsequently to enforce such provision or exercise such right.
- 17. <u>Notices.</u> Any notice required or permitted thereunder shall be in writing and may be given by personal service or by depositing same in the United States mail, first class postage prepaid, to the address of the Party receiving notice as appears on the signature page of this Lease or as changed through written notice to the other Party.
- 18. Attorney's Fees. In the event that G&G LLC is forced to take any legal action to pursue any of its rights or remedies herein, it is expressly agreed that G&G LLC shall be entitled to recover all attorney's fees, litigation costs, and related expenses incurred, from SITE OWNER.
- 19. Governing Law. This Agreement shall be constructed in accordance with Kansas law, and venue for any actions pertaining to this Agreement shall be in Kansas.
- 20. Change in Law. In the event there is a change in the law, either state, federal, and/or local, which in the opinion of legal counsel for ATM OPERATOR precludes or prohibits ATM OPERATOR from maintaining and operating an ATM on the leased premises, either prior to or following occupancy, then ATM OPERATOR, at its option, shall have the right to terminate this Lease Agreement upon written notice setting forth the reason of its counsel for such termination, and this Lease shall thereupon terminate. In any event, ATM OPERATOR shall be responsible for removing the ATM and returning the leased premises to it condition immediately prior to the installation of the ATM.
- 21. <u>Binding Effect: Successors and Adjustments.</u> This Agreement is binding on the Parties and their respective successors and assigns. SITE OWNER may not assign the agreement without the prior written consent of ATM OPERATOR.
- 22. <u>Captions.</u> Captions contained in this lease are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this lease or any provision hereof.
- 23. Relationships of the Parties. It is expressly understood and acknowledged that it is not the intention or purpose of this lease to create, nor shall the same be construed as creating any type of partnership, relationship or joint venture.
- 24. <u>Compliance with Laws.</u> Each Party will perform its obligations under this lease in strict compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.
- 25. <u>Quiet Environment.</u> ATM shall quietly enjoy the floor space in each Building identified in Exhibit A during each term of this lease without hindrance or molestation by anyone claiming by, through or under SITE OWNER.

(SITE OWNER) Aving - Rice 1-1C.	(ATM OPERATOR) G.G. LLC
Various Locations	OP. VES LUZIN
By: MITIAL HERE D	Ву:

# EXHIBIT A (BOTH PARTIES INITIAL & DATE AT THE END OF THE LIST)

JUMPIN JIMMYS #97 309 N SPRING CREEK RD MONTROSE IL 62445 JUMPIN JIMMYS #98 601 IOWA ST EDGEWOOD IL 62426 JUMPIN JUMMYS #64 1104 W FAYETTE AVE EFFINGHAM IL 62401 JUMPIN JUMMYS #68 2301 BANKER EFFINGHAM IL 62401 JUMPIN JIMMYS #71 1301 SW ST OLNEY IL 62450 JUMPIN JIMMYS #72 1500 S RT 127 GREENVILLE IL 62246 JUMPIN JIMMYS #75 1706 W MAIN SALEM IL 62881 JUMPIN JUMMYS #74 491 FRANKLIN ST CARLYLE IL 62331 JUMPIN JIMMYS #76 1207 B N KELLER DR EFFINGHAM IL 62401 JUMPIN JIMMYS #77 4920 LAKE LAND CT MATTOON IL 61938 JUMPIN JIMMYS #78 101 W CUMBERLAND ST ELMO IL 62458 JUMPIN JIMMYS #80 517 E UNION LETCHFIELD IL 62056 JUMPIN JIMMYS #82 302 N WASHINGTON BUNKER HILL IL 62014 JUMPIN JIMMYS #83 30239 W FRONTAGE RD FARMERSVILLE IL 62533 JUMPIN JIMMYS #84 610 E MAIN CARMI IL 62821 JUMPIN JUMMYS #85 314 E S LINE RT 36 TUSCOLA IL 61953 JUMPIN JIMMYS #86 902 MULBERRY MT CARMEL IL 62863 JUMPIN JIMMYS #87 110 N HAUGHTON HWY GREENUP IL 62428 JUMPIN JIMMYS #88 640 W MAIN BENTON IL 62812 JUMPIN JIMMYS #89 617 BROADWAY CENTRALIA IL 62801 JUMPIN JIMMYS #90 3200 BROADWAY MT VERNON IL 62864 JUMPIN JIMMYS #91 103 NORTH WEST ST OLNEY IL 62450 JUMPIN JIMMYS #92 101 E FAYETTE EFFINGHAM IL 62401 JUMPIN JIMMYS #93 506 E ELM GILLESPIE IL 62033 JUMPIN JIMMYS #94 600 N PARK HERRIN IL 62948 JUMPIN JIMMYS #95 HWY 37 N SALEM IL 62881 JUMPIN JIMMYS #96 201 N PARK RT 48 SESSER IL 62884 JUMPIN JIMMYS #62 809 E COLUMBIA ARTHUR IL 61911 JUMPIN JIMMYS #79 1507 W FAYETTE EFFINGHAM IL 62401 JUMPIN JIMMYS #81 701 W MAIN ST MT OLIVE IL 62069 JUMPIN JIMMYS #69 1206 MAIN ALTAMONT IL 62411 JUMPIN JIMMYS #65 703 S MAPLE MULBERRY GROVE IL 62262 JUMPIN JIMMYS #66 630 E SPRINGFIELD ARCOLA IL 61910 JUMPIN JIMMYS #67 104 W CENTER ST DIETERICH IL 62424 JUMPIN JIMMYS #73 1121 BROADWAY AVE EAST SUITE 2 MATTOON IL 61938 JUMPIN JIMMYS #63 2301 S BANKER SUITE B EFFINGHAM IL 62401 JUMPIN JIMMYS #70 101 W MAIN TEUTOPLIS IL 62467

## Western District of Missouri Claims Register

#### 15-41915-abf11 Gas-Mart USA, Inc.

**Judge:** Arthur B. Federman **Chapter:** 11

Office: Kansas City Last Date to file claims: 12/29/2015

Trustee: Last Date to file (Govt):

Creditor: (15587699) Claim No: 110 Status:
Pelia II, LLC Original Filed Filed by: CR
1044 Main Street, Suite 500 Date: 12/29/2015 Entered by: ePOC
Kansas City, MO Original Entered Modified:

64105 *Date*: 12/29/2015

Amount claimed: \$25000.00

History:

Details 110- 12/29/2015 Claim #110 filed by Pelia II, LLC, Amount claimed: \$25000.00

1 (ePOC)

Description:

Remarks:

#### **Claims Register Summary**

Case Name: Gas-Mart USA, Inc. Case Number: 15-41915-abf11

Chapter: 11
Date Filed: 07/02/2015
Total Number Of Claims: 1

<b>Total Amount Claimed*</b>	\$25000.00
Total Amount Allowed*	

<sup>\*</sup>Includes general unsecured claims

## The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		